



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 09, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

17 October 9, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE COOPERATIVE AGREEMENT FOR  
SAN GABRIEL TRENCH PROJECT  
COUNTY OF LOS ANGELES-LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY  
IN THE UNINCORPORATED COMMUNITY OF EAST SAN GABRIEL AND THE CITIES OF  
ALHAMBRA, ROSEMEAD, AND SAN GABRIEL  
(SUPERVISORIAL DISTRICTS 1 AND 5)  
(3 VOTES)**

### **SUBJECT**

This action is to approve the cooperative agreement with the Alameda Corridor-East Construction Authority covering construction and maintenance of Public Works facilities impacted by the San Gabriel Trench project in the unincorporated community of East San Gabriel and the Cities of Alhambra, Rosemead, and San Gabriel.

### **IT IS RECOMMENDED THAT THE BOARD:**

Approve and instruct the Chairman of the Board to sign the cooperative agreement between the County of Los Angeles, the Los Angeles County Flood Control District, and the Alameda Corridor-East Construction Authority covering construction and maintenance of the Public Works facilities impacted by the San Gabriel Trench project, with the Alameda Corridor-East Construction Authority financing all expenses for the project.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to execute the enclosed cooperative agreement between the County of Los Angeles, the Los Angeles County Flood Control District, and the Alameda Corridor

East (ACE) Construction Authority covering construction and maintenance of the Public Works facilities impacted by ACE's San Gabriel Trench project along the Union Pacific Railroad within the Cities of Alhambra, Rosemead, San Gabriel, and the unincorporated community of East San Gabriel. ACE proposes to lower the existing Union Pacific Railroad tracks within a below grade trench and eliminate four railroad at-grade crossings in the City of San Gabriel. Walnut Grove Avenue within the unincorporated community of East San Gabriel will be modified, existing District facilities will be relocated and reconstructed, and new drainage facilities will be constructed and transferred to the District.

The County and the District will be responsible for providing construction inspection and design support during construction and acceptance of the completed portions of the project within the County and the District jurisdictions. ACE has agreed to reimburse the County and the District for the review and construction inspection services.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3). This project will improve traffic flow and safety, enhance the community environment for County residents, and foster economic vitality thereby improving their quality of life.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The cooperative agreement provides for the County and/or the District to provide construction inspection, review, engineering support, and related activities for the portions of the project work within the County and the District jurisdictions. The actual cost of services rendered by the County and the District will be financed with Road and Flood Control District Funds and will be fully reimbursed by ACE. The cost for these services is currently estimated at \$375,000. The County will notify ACE when expenses reach 75 percent of the estimated amount to allow sufficient time for ACE to appropriate additional funds if necessary.

The funds to finance this work are included in the Fiscal Year 2012-13 Road Fund and Flood Control District Fund Budgets. Funds for services rendered in the future will be included in the budget submittal for the appropriate fiscal year.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On October 5, 2010, Agenda Item 31, the Board approved delegated authority for the Director of Public Works or her designee to execute a Preliminary Engineering Reimbursement Agreement for the San Gabriel Trench. This agreement was executed on February 28, 2011.

This cooperative agreement will address the responsibilities of ACE, the County, and the District for the construction phase of the project. The cooperative agreement will provide for ACE to follow prescribed standard construction methods acceptable to the County and the District. The County and the District will provide construction inspection, design support, and related administrative activities during construction for those portions of the project work within the County and the District jurisdictions. ACE will pay the County and the District actual costs for these activities.

The cooperative agreement has been approved, as to form, by County Counsel.

## **ENVIRONMENTAL DOCUMENTATION**

On October 5, 2010, Agenda Item 31, acting as a responsible party, the Board approved the environmental document for this project. The Environmental Impact Report by ACE, as the lead agency, found that on the basis of the whole record before the Board that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific consideration of the project as outlined in the Findings of Fact and Statement of Overriding Considerations in accordance with the provisions of the California Environmental Quality Act.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will improve the quality of life for County residents traveling in the San Gabriel Valley through enhanced safety, increased mobility, and improved air quality. The County and the District are being reimbursed for the services rendered, and Public Works will work with ACE and its consultants to ensure that the Mitigation Monitoring and Reporting Program is implemented.

## **CONCLUSION**

Please return one adopted copy of this letter and the two originals of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,



GAIL FARBER  
Director

GF:JTW:pr

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**AGREEMENT**  
**REGARDING THE DESIGN AND CONSTRUCTION OF THE**  
**SAN GABRIEL TRENCH**  
**BY THE ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY**  
**ON BEHALF OF**  
**THE COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY FLOOD**  
**CONTROL DISTRICT**

THIS AGREEMENT dated this 9<sup>th</sup> day of October, 2012 by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California, and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, (hereinafter referred to respectively as COUNTY and DISTRICT), whose mailing address is 900 South Fremont Avenue, Alhambra, CA 91803, and the ALAMEDA CORRIDOR-EAST CONSTRUCTION AUTHORITY OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority, (hereinafter referred to as ACE), whose mailing address is 4900 Rivergrade Road, Suite A120, Irwindale, CA 91706. COUNTY, DISTRICT, and ACE may (hereinafter be referred to individually as a PARTY or collectively as PARTIES).

**RECITALS**

1. COUNTY, DISTRICT, and ACE wish to cooperate during ACE'S design, construction and installation of certain railroad grade crossing improvements and grade separations as set forth in Exhibit A and referred to (herein as PROJECT), and desire to specify certain terms and conditions under which PROJECT is to be engineered, constructed, financed, operated and maintained; and
2. ACE proposes to lower the Union Pacific Railroad Alhambra Subdivision main line operating right-of-way and track to eliminate four street-railroad grade crossings and to construct the related improvements in the Cities of Alhambra, San Gabriel, Rosemead and the unincorporated County of Los Angeles, California; and
3. ACE proposes to construct said PROJECT in accordance with plans acceptable to the COUNTY and DISTRICT, and has requested that the COUNTY and DISTRICT accept the transfer of road and sanitary sewer facilities, and the conveyance of storm drain improvements or drainage systems within COUNTY'S and DISTRICT'S jurisdictional area that have been and/or will be constructed or acquired by ACE for operation, maintenance, repair, and improvement thereof; and
4. COUNTY and DISTRICT propose to review PROJECT submittals within DISTRICT jurisdiction and unincorporated COUNTY per COUNTY, DISTRICT, State of California Department of Transportation (Caltrans),

California Manual on Uniform Traffic Control Devices, and American Public Works Association standards, and desire to specify terms and conditions under which PROJECT is to be engineered, constructed, operated, and maintained, (hereinafter further described in Section (1), as CONSTRUCTION ACTIVITIES); and

5. ACE proposes to reimburse COUNTY and DISTRICT for all actual costs COUNTY and DISTRICT incur for the CONSTRUCTION ACTIVITIES as described herein.

WITNESSETH

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. CONSTRUCTION ACTIVITIES shall include all work by COUNTY and DISTRICT employee(s) and contract personnel to attend meetings, submit and receive correspondence, exchange engineering information, conduct field inspection and reviews, and review and approve all related engineering material submitted for all parts of the PROJECT to be maintained by COUNTY and DISTRICT. CONSTRUCTION ACTIVITIES shall also include any work by COUNTY and DISTRICT employee(s) and contract personnel for review of evaluations and construction inspections, along with engineering support and administration related to the closeout and/or acceptance activities for the PROJECT, as requested by ACE or required by COUNTY and DISTRICT.

(2) ACE AGREES:

- a. To deliver to COUNTY and DISTRICT, for their review, comment, acceptance and/or approval, as appropriate, all necessary final engineering of those portions of the PROJECT pertaining to construction of or connection to COUNTY and DISTRICT owned infrastructure or construction within COUNTY or DISTRICT owned right of way, including plans and specifications, traffic control plans, and utility identification and location, and to provide all necessary construction engineering, support, and management services, including all required accounting for PROJECT.
- b. To act as lead agency and obtain all environmental approvals for the PROJECT as required by Federal or State agencies.

- c. To obtain all required authorizations and permits from governmental agencies, private entities, and the Union Pacific Railroad that are necessary to construct the PROJECT.
- d. To obtain a right of entry permit for COUNTY and DISTRICT to enter Union Pacific Railroad right of way for purposes of performing CONSTRUCTION ACTIVITIES, and pay for all Union Pacific Railroad costs for railroad flagging and associated matters as necessary for COUNTY and DISTRICT to perform the CONSTRUCTION ACTIVITIES.
- e. To modify newly constructed or acquired COUNTY and DISTRICT facilities, as necessary, to bring them into compliance with COUNTY and DISTRICT standards and specifications, and, in the event COUNTY-maintained traffic signals or lighting are affected, to provide fifteen (15) days written notice to COUNTY to minimize the interruption of services.
- f. Upon completion of PROJECT, to furnish COUNTY and DISTRICT with a complete set of full-sized reproducible as-built plans within sixty (60) days of acceptance of work.
- g. To reimburse the COUNTY'S and DISTRICT'S actual costs for the CONSTRUCTION ACTIVITIES, currently estimated to be Three Hundred Seventy-five Thousand and 00/100 Dollars (\$375,000.00), including all such actual costs incurred prior to execution of this AGREEMENT. Final actual costs may be more or less than such estimate; therefore, the estimate will not be construed as a limitation of COUNTY and DISTRICT costs for the CONSTRUCTION ACTIVITIES. COUNTY'S and DISTRICT'S actual costs may include costs for correspondence, estimating, inspection, review of design plans and reports, design support during construction, and exchange of engineering information.
- h. To provide authorization for additional costs for COUNTY and DISTRICT CONSTRUCTION ACTIVITIES, by means of correspondence signed by the ACE Chief Executive Officer, when such authorization is timely requested by COUNTY and DISTRICT and if COUNTY'S and DISTRICT'S total actual costs are anticipated to jointly exceed Three Hundred Seventy-five Thousand and 00/100 Dollars (\$375,000.00).
- i. To pay all invoices submitted for actual costs of COUNTY and DISTRICT CONSTRUCTION ACTIVITIES within thirty (30) days following invoice receipt except for those costs that may be disputed by ACE, which costs ACE shall identify within thirty (30) days following invoice receipt.
- j. To pay all disputed invoice costs within thirty (30) days following resolution of said dispute in favor of COUNTY and DISTRICT.

- k. To prepare all necessary plans, specifications, and cost estimates.

(3) COUNTY AGREES:

- a. To provide ACE all available plans and survey data of existing COUNTY and DISTRICT infrastructure that ACE requires in order to design PROJECT.
- b. To provide design review services for those sections of the PROJECT within COUNTY and DISTRICT jurisdiction, and, as additionally requested by ACE, provided that any costs for additional requested reviews are reimbursed by ACE.
- c. To review and provide to ACE, within thirty (30) days after receipt, any comments and suggestions, or required approvals/disapprovals (and reasons therefore) for each set of plans, preliminary studies, specifications, and/or cost estimates. Any required acceptance shall not be unreasonably withheld.
- d. To submit to ACE itemized invoices for the actual costs of COUNTY and DISTRICT CONSTRUCTION ACTIVITIES not more often than every thirty (30) days.
- e. To furnish an accounting of final actual cost for COUNTY and DISTRICT CONSTRUCTION ACTIVITIES and provide ACE an invoice for the same within one hundred twenty (120) days after acceptance of PROJECT by COUNTY and DISTRICT.
- f. To enforce available rights under existing COUNTY and DISTRICT franchise agreements if existing facilities of public and/or private utilities conflict with the construction of PROJECT.
- g. To provide design support and inspection of the PROJECT as appropriate to satisfy requirements of COUNTY and DISTRICT, which costs shall be paid for by ACE.
- h. To accept road, sewer, and storm drain maintenance and operation responsibilities of those facilities within the COUNTY'S and DISTRICT'S jurisdictional area, upon completion of all work under this AGREEMENT, and after acceptance of PROJECT by COUNTY and DISTRICT. Prior to such acceptance, COUNTY shall perform a final inspection and any discrepancies identified thereby shall be satisfactorily addressed by ACE.
- i. To notify ACE when seventy-five percent (75%) of the costs estimated by COUNTY and DISTRICT for CONSTRUCTION ACTIVITIES have been

expended to permit COUNTY and DISTRICT to timely request additional cost authorizations from ACE, if necessary.

(4) DISTRICT AGREES:

- a. That COUNTY will represent the DISTRICT and DISTRICT'S interests in all matters relating to the PROJECT and the DISTRICT'S CONSTRUCTION ACTIVITIES.

(5) IT IS MUTUALLY AGREED AS FOLLOWS:

- a. Should any portion of PROJECT be financed with funds with specific expenditure requirements or limitations, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this AGREEMENT.
- b. That construction by ACE of those portions of the PROJECT which lie within COUNTY and DISTRICT rights of way or affect COUNTY and DISTRICT facilities shall not commence until ACE'S final construction plans involving such work have been reviewed and approved by COUNTY'S Director of Public Works or his or her delegated agent. Receipt by ACE of ACE'S contract plans signed by COUNTY shall constitute COUNTY and DISTRICT'S acceptance of said plans.
- c. That during the course of plan preparation, COUNTY or DISTRICT may request ACE to include additional work in PROJECT. Said work shall be considered a "betterment" if it is not directly required by the proposed work shown in Exhibit A; is not eligible for, or within the scope of, the funding appropriated to ACE for PROJECT as determined by Caltrans in accordance with Title 23 of the Federal Code of Regulations; or is not designated as a required mitigation measure for PROJECT. In addition, the term "betterment" shall include any COUNTY or DISTRICT funded work that COUNTY or DISTRICT desires to have constructed concurrently with PROJECT and which ACE is able to reasonably accommodate in PROJECT. A separate agreement shall be executed defining the terms and conditions, under which "betterment" is to be engineered, constructed, financed, operated, and maintained.
- d. ACE will pay all invoices submitted for actual costs incurred by COUNTY and DISTRICT in relation to the CONSTRUCTION ACTIVITIES within thirty (30) days following invoice receipt, except for those costs that may be disputed by ACE, which costs ACE shall identify in writing within thirty (30) days following invoice receipt. COUNTY and DISTRICT shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) days of receipt of ACE's written report. ACE shall make payment of the previously disputed charges within thirty (30)



days after the COUNTY'S and DISTRICT'S written justification has been determined to be acceptable by ACE.

- e. If the location of existing public and/or private utilities conflicts with the construction of PROJECT, ACE will identify such utilities and make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. COUNTY or DISTRICT may choose to coordinate and inspect such protection, relocation, or removal work, at their discretion. If there are costs of such protection, relocation, or removal, ACE will pay one hundred percent (100%) of the cost of said protection, relocation, or removal plus costs of engineering overhead and inspection. Nothing in this AGREEMENT shall restrict or affect ACE'S ability to enter into separate agreements with utilities for any purpose, including for reimbursements of utility costs for protection, relocation, maintenance, or removal of their facilities.
- f. ACE will reimburse COUNTY and DISTRICT for actual costs and expenses associated with CONSTRUCTION ACTIVITIES contracted by COUNTY and DISTRICT to third parties, provided, however, in order for contracted work to be eligible for reimbursement, said expenses must have prior approval from ACE, and be required due to unavailability of COUNTY and DISTRICT staff, or a lack of specific required expertise within COUNTY and DISTRICT, to perform the required work. ACE acknowledges that this activity is an important protection for COUNTY and DISTRICT and will not unreasonably withhold its approval of such expenses.
- g. COUNTY, DISTRICT, and ACE shall be responsible for entering into a Construction and Maintenance Agreement with the Union Pacific Railroad for the PROJECT as it relates to the responsibilities for the tracks, right of way, and other facilities owned by the Union Pacific Railroad. ACE will be responsible for preparing the agreement.
- h. Prior to COUNTY and DISTRICT acceptance of the PROJECT, ACE will confer with COUNTY and DISTRICT, in good faith, to obtain COUNTY and DISTRICT concurrence that the PROJECT has been completed in substantial conformance with COUNTY'S and DISTRICT'S adopted design standards and specifications. Should PARTIES be unable to agree on completion of PROJECT, the PARTIES shall meet and confer, in good faith, to resolve the disagreement. If the disagreement has not been resolved at the end of thirty (30) days, then the disagreement will be submitted to mediation in accordance with the Mediation Rules of the American Arbitration Association. PARTIES shall equally share in the costs of mediation and the mediator shall be acceptable to the PARTIES. If PARTIES are unable to agree on the selection of a mediator, then assistance will be obtained from the American Arbitration Association. PARTIES agree to participate in mediation and any associated negotiations

for a period of at least sixty (60) days. If the disagreement cannot be resolved through mediation, the disagreement may be submitted to binding arbitration if all PARTIES so agree at the time.

- i. ACE, the San Gabriel Valley Council of Governments, and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, ACE INDEMNITEES) shall have no liability to COUNTY or DISTRICT, and COUNTY and/or DISTRICT, as appropriate, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of COUNTY'S or DISTRICT'S own choosing), protect and hold harmless ACE INDEMNITEES from and against, any liabilities, as defined in Section (5), paragraph (k), or legal challenges to the PROJECT arising out of any act or omission by COUNTY and/or DISTRICT under or in connection with any work, authority, breach of any obligation under this AGREEMENT or associated with the PROJECT or the CONSTRUCTION ACTIVITIES and delegated to COUNTY and/or DISTRICT under this AGREEMENT or any release of hazardous substances into or from any COUNTY or DISTRICT facilities or right of way either before the effective date of this AGREEMENT or after acceptance of the PROJECT by COUNTY and DISTRICT. Any rights of COUNTY and/or DISTRICT to inspect, review, and/or approve of PROJECT design or construction shall not signify that ACE relinquishes management or control over such design or construction.
- j. COUNTY, DISTRICT, its special districts and their respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, COUNTY INDEMNITEES) shall have no liability to ACE, and ACE, pursuant to Government Code Section 895.4, shall indemnify, defend (using legal counsel of ACE'S own choosing), protect and hold harmless COUNTY INDEMNITEES from and against, any liabilities, as defined in Section (5), paragraph (k), or legal challenges to the PROJECT arising out of any act or omission by ACE under or in connection with any work, authority, breach of any obligation under this AGREEMENT or any release of hazardous substances into or from any COUNTY or DISTRICT facilities or right of way that are associated with or a part of the PROJECT after the effective date of this AGREEMENT until acceptance of the PROJECT by COUNTY and DISTRICT.
- k. The term "liabilities" used in Section (5), paragraphs (i) and (j), shall mean any and all judgments, awards, claims, demands, liabilities, injury (as defined by Government Code Section 810.8), obligations, litigation, fines, penalties, fees (including, without limitation, expert witness fees, engineering and defense costs, and legal fees), costs (including, without limitation, any and all costs involved in instituting a direct condemnation proceeding, and any and all costs involved in defending an inverse condemnation proceeding, and any and all costs involved in an

environmental cleanup or archaeological discovery), expenses (including, without limitation, attorneys' fees and court costs), proceedings, suits, and actions of whatever kind, and damages of any nature whatsoever (including, without limitation, bodily injury, death, personal injury, or property damage).

- l. The terms "or" and "and" shall be interpreted as either or both the conjunctive and the disjunctive so as to represent the intent of the PARTIES.
- m. Every notice, demand, request, or other document or instrument delivered pursuant to this AGREEMENT shall be in writing, and shall be either personally delivered, by Federal Express or other reputable overnight courier, sent by facsimile transmission with telephonic confirmation of actual receipt and the original subsequently delivered by other means, or sent by certified United States mail, postage prepaid return receipt requested, to the addresses set forth below, or to such other address as a PARTY may designate from time to time:

COUNTY or DISTRICT: Mr. Patrick V. DeChellis  
Deputy Director of Public Works  
County of Los Angeles  
Department of Public Works  
900 South Fremont Avenue  
Alhambra, CA 91803  
Telephone: (626) 458-4004  
Fax: (626) 458-4022

ACE: Mr. Mark Christoffels  
Deputy Chief Executive Officer  
ACE Construction Authority  
4900 Rivergrade Road, Suite A120  
Irwindale, CA 91706  
Telephone: (626) 962-9292  
Fax: (626) 962-3552

- n. This AGREEMENT constitutes the entire understanding and agreement of the PARTIES and integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the subject matter hereof, and supersedes all negotiations or previous agreements between the PARTIES with respect to all or part of the subject matter hereof.
- o. This AGREEMENT may be amended in writing at any time by the mutual consent of the PARTIES. No amendment shall have any force or effect unless executed in writing by the PARTIES.
- p. If any term, provision, covenant, or condition of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

q. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.

r. Except as set forth herein, no signatory shall assign or otherwise transfer this AGREEMENT or its right of interest or any part thereof to any third party without the prior written consent of the PARTIES. Such consent shall not be unreasonably withheld. No assignment of this AGREEMENT shall relieve the assigning signatory of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this AGREEMENT shall be binding upon and inure to the benefit of the assignee.

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IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their respective officers as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By *Ben Yaruslavsky*  
Chairman, Board of Supervisors

ALAMEDA CORRIDOR-EAST  
CONSTRUCTION AUTHORITY

By *George M. Kelly*  
Chief Executive Officer

ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors  
County of Los Angeles

By *Antela*  
Deputy



ATTEST:

By *Tranna Stanley*  
Secretary

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

By *Ben Yaruslavsky*  
Chairman, Los Angeles County Flood  
Control District

APPROVED AS TO FORM:

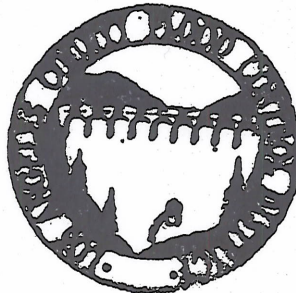
By *Joseph F. Flynn*  
ACE General Counsel

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By *Michael L. Moore*  
Deputy



SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *Antela*  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

## **EXHIBIT A**

### **PROJECT**

The San Gabriel Trench grade separation project (PROJECT) and related facilities are to be located generally below the existing grade in the Mission District and in the adjacent residential, commercial, and industrial districts of the City of San Gabriel. The PROJECT will be approximately 2.25 miles long and will be located generally within Union Pacific Railroad's existing right of way between the City of Alhambra west of Ramona Street (Mile Post 489.5) and City of Rosemead and unincorporated COUNTY east of Walnut Grove Avenue (Mile Post 491.8). The PROJECT will consist of one main line track constructed to Union Pacific Railroad standards permitting maximum train speeds of sixty (60) miles per hour and provisions for future additional tracks within the below-grade corridor. There will be no turnouts or connections to other tracks within the PROJECT. The PROJECT will also include grade separations at four existing rail crossings at Ramona Street, Mission Road, Del Mar Avenue, and San Gabriel Boulevard. The PROJECT will modify the crossing at Walnut Grove Avenue. The PROJECT will not include a cover over the trench.

COUNTY and DISTRICT affected facilities are shown on the Final Plans accepted by the COUNTY and DISTRICT for the Rubio Wash, Project No. 573 Line D, and Walnut Grove Avenue modifications. Specifically, this includes construction of the box culvert and associated realignment of Rubio Wash; approximately 5,500 feet of 66 inch storm drain and related catch basins, storm drain laterals, and appurtenant structures north of the trench to address changes in local hydrology; and vertical realignment of Walnut Grove Avenue to meet the new railroad grade and associated signage and railroad safety improvements.